

GLEIKE TAXI INC.

V.

Defendants.

Jury Trial Demanded

FACTUAL ALLEGATIONS

7. Admit.

8. Deny that Defendant “operates and manages over 200 taxicabs in the District of Columbia,” to the extent the allegation suggests that Defendant owns or controls the taxicabs or drivers affiliated with it.

9. Admit that Grand and Defendant entered into an agreement (“the Agreement”) on approximately August 13, 2013. No further response is required, as the document speaks for itself.

10. No response is required, as the document speaks for itself.

11. No response is required, as the document speaks for itself.

12. No response is required, as the document speaks for itself.

13. No response is required, as the document speaks for itself.

14. No response is required, as the document speaks for itself.

15. No response is required, as the document speaks for itself.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. No response is required, as the document speaks for itself.

COUNT I
(Breach of Contract)

- 21. No response required.
- 22. Denied.
- 23. Denied.
- 24. Denied.
- 25. Denied.

AFFIRMATIVE DEFENSES

- 23. Provisions of the Agreement are preempted by District of Columbia law.
- 24. Gleike's fraud in causing DC Tops to enter into the contract when Gleike knew it had no intention or ability to perform the contract.
- 25. Gleike's unclean hands in causing DC Tops to enter into the contract when Gleike had no intention or ability to perform the contract, and preventing the contract from being performed by terminating it.
- 26. Provisions of the Agreement are void as against Illinois public policy.
- 27. Gleike has failed to state a claim upon which relief may be granted.
- 28. Gleike is estopped by its own conduct from claiming breach.
- 29. Gleike's fraud inducing DC Tops to enter into the contract when Gleike knew it had no intention or ability to perform the contract.
- 30. Failure of consideration by Gleike's non-performance on the contract.
- 31. Provisions of the Agreement are illegal.

32. Gleike's failure to mitigate any damages caused by the Agreement's termination.
33. Provisions of the Agreement are unconscionable.
34. Gleike frustrated the Agreement's purpose.
35. Gleike's anticipatory repudiation of the Agreement.
36. Gleike's conduct prevented DC Tops from performing the Agreement.
38. Gleike's conduct hindered the contract's performance.
39. Gleike's cancellation of the contract precludes its right to any damages.

Respectfully submitted,

BY: /s/
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CERTIFICATE OF SERVICE

I certify that on December 20, 2013, a true and complete copy of the foregoing Answer & Affirmative Defenses was served by electronic case filing upon the following:

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